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ABSTRACT

This document describes the contract agreement made on February 7, 1975 by and between the Board of Trustees of Jamestown College and the Jamestown College Education Association. The contract contains articles describing the agreed to: duration and redefinition of the contract, workload and curriculum, salary schedule, faculty benefits, and due process clause. The agreement is in effect from September 1, 1975 to August 31, 1976. It shall reopen in accordance with the procedural agreement. (KE)

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COMPREHENSIVE AGREEMENT

THIS COMPREHENSIVE AGREEMENT is made this seventh day of February, 1975, by and between the Board of Trustees of Jamestown College, hereinafter called the Board, and the Jamestown College Education Association, hereinafter called the Association.

SECTION A.

ARTICLE I - Duration This Comprehensive Agreement shall be in effect for a period from September 1, 1975 to August 31, 1976 and shall remain in effect from year to year thereafter unless negotiations are reopened in accordance with the Procedural Agreement.

ARTICLE II - Redefinition of the Unit Redefinition of the Unit shall occur each year prior to the letting of contracts by negotiations between representatives of the Jamestown College Education Association and the Board of Trustees with the counsel of the Chief Academic Officer.

SECTION B.

WORK LOAD AND CURRICULUM

ARTICLE I - Faculty Teaching Load The normal work load per semester shall be three regularly scheduled four hour courses and one regularly scheduled course each interim. In those disciplines that are difficult to evaluate in terms of courses (laboratory sciences, music, library, nursing, physical education and teacher education) the work load shall be computed on the basis of two contact hours equaling one lecture hour.

ARTICLE II - Directed Studies No full-time faculty member shall be required to carry more than five students enrolled in either directed or independent studies in any semester or interim.

ARTICLE III - Committees Each faculty member shall be expected to serve on one of the four major faculty committees. Other service will be voluntary. The faculty is expected to encourage and support the development of a sound and interesting convocation and chapel program.

ARTICLE IV - Academic Program Any proposals that imply shifts in academic emphasis or direction shall be presented to the Academic Council and full faculty for review and recommendation and transmitted within thirty days thereafter to the Board of Trustees for its consideration.

ARTICLE V - Advisees No faculty member shall be required to advise more than twenty students; fifteen to twenty shall be considered a normal load. Such faculty member shall keep regular posted office hours in accordance with the schedule cleared by the Chief Academic Officer.

ARTICLE VI - Academic Calendar The annual academic calendar shall be presented to the faculty for review and recommendation before its adoption and implementation by the Board of Trustees.

ARTICLE VII - Faculty Salary Salary shall be paid to full-time faculty in equal installments for the contract period or be prorated over a twelve month period at the option of the individual faculty member. Each faculty member shall advise the Business Office of his option not later than one week after the beginning of the academic year.

ARTICLE VIII - Association Rights and Privileges Subject to a reasonable notice and pursuant to the discharge of regular faculty duties, the College shall make available to the Association use of College facilities such as meeting rooms, equipment, intercampus mail facilities, audio-visual, etc., at whatever rate or fee schedule is applicable to any other faculty group or committee.

ARTICLE IX - Procedures Concerning Appointments All initial appointments, regular and special, shall be made by the following procedure:

a. As soon as a vacancy or a new faculty position is established, the Chief Academic Officer shall transmit this information to the faculty for the purpose of receiving suggestions from the faculty as to possible suitable candidates for the vacancy.

b. The Chief Academic Officer shall have full responsibility for locating candidates for faculty vacancies and evaluating the same. Normally he will consult with the faculty in related disciplines, the department chairman, and a faculty committee of his choice in deciding which one of the most qualified candidates he will suggest to the President to be recommended to the Board of Trustees for employment.

c. It shall be the responsibility of the Chief Academic Officer, in consultation with the President, to decide upon the terms of employment in harmony with this Comprehensive Agreement to be offered the chosen candidate and to be recommended to the Trustees.

d. Appointment of Chief Academic Officer and the President The appointment of the Chief Academic Officer and the President shall normally be subject to review by the faculty before appointment by the Board, which reserves sole authority for such appointment.

ARTICLE X - Summer Employment Because the contractual agreement covers just the period Sept. 1 through May 31, faculty members shall not be under obligation to attend meetings or perform other jobs at the request of the college from June 1 through August 31, unless:

a. Prior agreement has been reached between the faculty member and the college, or

b. The faculty member contracts with the college for summer employment.

The status, or position of a faculty member shall not be put in jeopardy for declining such requests nor for declining to agree to sign summer contracts.

SECTION C.

SALARY SCHEDULE

ARTICLE I - The salary schedule for the 1975-76 academic year, on a nine month basis, shall be as follows with these provisions:

(1) The base salary of $9,000 shall be used for the calculation of increments

(2) Department Chairmen are to receive an additional compensation of $100 (above their scheduled salary) for each full-time equivalent member of the department but not to exceed an aggregate of $200, the amount to be pro-rated for fractional equivalents.

(3) Step Placement. Step placement shall reflect the number of years of experience for which credit is given. Credit for full-time college teaching experience shall be granted on a 1 for 1 basis. Credit for part-time teaching experience (to include teaching experience under graduate school teaching assistantship programs) shall be granted on a 1 for 1 (course or credit hour) basis according to the aggregate of experience. Credit for full-time elementary and secondary school teaching experience shall be granted on a 2 for 1 basis, (i.e., two years' experience equal one step). Initial placement shall be the accumulation of the number of years of teaching experience at Jamestown College plus the experience gained at other institutions. The maximum number of steps attributed to outside teaching experience shall be seven (7). Increases in salary based on the schedule (5) shall not exceed $1900 in the year 1975-76.

(4) Column Placement. Column placement shall reflect the amount of preparation for which credit is given.

(1) Less than a Master's Degree.

(2) Master's Degree.

(3) Master's Degree plus 30 semester hours of additional graduate level courses within his field.

(4) Earned Doctor's Degree

SALARY SCHEDULE

ARTICLE I (5) a. The salary schedule for the 1975-76 academic year, on a nine month basis, shall be as follows:

	I.		II.		III.		IV.	
Steps	Index	B.A.	Index	M.A.	Index	M.A. + 30	Index	Ph.D.
0	.80	$ 7,200	1.00	$ 9,000	1.04	$ 9,360	1.10	$ 9,900
1	.85	7,650	1.05	9,450	1.09	9,810	1.15	10,350
2	.90	8,100	1.10	9,900	1.14	10,260	1.20	10,800
3	.95	8,550	1.15	10,350	1.19	10,710	1.25	11,250
4	1.00	9,000	1.20	10,800	1.24	11,160	1.30	11,700
5	1.05	9,450	1.25	11,250	1.29	11,610	1.35	12,150
6	1.09	9,810	1.30	11,700	1.34	12,060	1.40	12,600
7	1.13	10,170	1.35	12,150	1.39	12,510	1.45	13,050
8	1.17	10,630	1.40	12,600	1.44	12,960	1.50	13,500
9	1.21	10,890	1.45	13,050	1.49	13,410	1.55	13,950
10	1.25	11,250	1.50	13,500	1.54	13,860	1.60	14,400
11	1.35	12,150	1.55	13,950	1.59	14,310	1.65	14,850
12	1.39	12,510	1.59	14,310	1.63	14,670	1.69	15,210
13	1.43	12,870	1.63	14,670	1.67	15,030	1.73	15,570
14	1.47	13,230	1.67	15,030	1.71	15,390	1.77	15,930
15	1.51	13,590	1.71	15,390	1.75	15,750	1.81	16,290

ARTICLE I (6) As a cost of living adjustment each faculty member will receive a salary adjustment equal to 7% of the correct 1974-75 scale salary in every instance where placement on the 1975-76 scale results in less than a 7% increase. If scale placement exceeds a 7% increase the faculty member will receive the correct scale placement salary, subject only to the limitation in (3) above and Article V below.

ARTICLE II - The salary schedule is based upon the regular academic calendar and a normal teaching load as set forth in Section 3 of this Agreement. Any deviations in a faculty member's "normal" load shall be reflected in a pro-rate adjustment of his salary for the period affected.

ARTICLE III - Placement on the salary scale and determination of actual salary figure shall be made by a committee composed of the President, two representatives selected by the Jamestown College Education Association, the Chief Academic Officer of the College and the Business Manager as advisor. It shall be the responsibility of this committee to review the credentials and claims from each faculty member prior to September 15 of each year.

Credit may be counted for column placement if a written statement indicating that new credits have been earned is received from the employee prior to September 10. Payment shall be withheld until official transcripts of credits have been received and shall then be made, retroactively as well as prospectively, according to the salary schedule.

ARTICLE IV - The compensation indicated by the salary schedule is to be absolute in the case of each faculty member within the unit, and in no case shall it be exceeded without a showing, by the administration, that the excess payment(s) are in recognition of extra-curricular duties performed by the affected faculty member. In such a case, all other faculty members performing extra duties must be similarly compensated.

ARTICLE V - Salary Reduction No employee shall receive a reduction in salary. If he is currently receiving compensation above his appropriate place on the salary schedule, he will receive no increase until such time as he reaches his proper placement on the salary schedule.

ARTICLE VI - Summer School Compensation for each unit (4 semester hours) taught shall be paid at $875.

SECTION D.

FACULTY BENEFITS

ARTICLE I - Insurance The College shall provide for all faculty members insurance protection as noted herein. In addition, the College shall provide to each faculty member full information on insurance coverages that are added to existing insurance policies affecting faculty.

a. Group Health Insurance The Board shall provide without cost to the faculty member group health care insurance benefits. The Board shall make payments of insurance premiums for each faculty member to provide insurance coverage for the full twelve month period commencing September 1 and ending August 31; when necessary, premiums shall be paid retroactively or prespectively to assure uninterrupted participation and coverage. Dental coverage will be provided on the same basis as outlined above on the basis of $2.90 per month.

b. Liability Insurance The College shall provide personal liability insurance as follows: any faculty member while on official school business on or off campus shall be covered as an "additional insured" under the College policy to the limit of $1,000,000.00. This coverage includes personal injury, but excludes damages for corporal punishment.

c. Salary Continuation Policy The College will provide full salary to a faculty member for the first month of disability with 70% of the salary for the next two months.

d. Reimbursement for Job-Related Medical Cost The College shall provide North Dakota Workmen's Compensation Coverage.

e. Automobile Insurance Any faculty member required by the College to operate his own motor vehicle for purposes of student supervision or transportation, or to conduct classes or college business in locations other than on the campus, shall annually be covered with insurance provided by the Board including the following specific coverage:

Bodily Injury Liability ($100,000 - $300,000 min.);
Property Damage Liability ($100,000 min.);
Medical Payments ($1,000 min.);
Uninsured Motorist ($10,000 - $20,000);
Comprehensive Fire and Theft (non-deductible).

ARTICLE II - The Comprehensive Agreement

a. All members of the faculty and all faculty applicants who are offered a contract shall be supplied with a copy of this Comprehensive Agreement by the Board.

b. Board Policies and Precedures All members of the faculty and all faculty applicants who are offered a contract shall be supplied by the Board with a compiled copy of all Board policies, procedures rules or other official acts not covered in this Comprehensive Agreement but having relevance to the faculty. For this purpose the compilation shall be made by the College for review and recommendation by the Academic Council by September 1, 1975.

ARTICLE III - Presence of Association Representative A faculty member shall at all times be entitled to have present a witness from the Association when he is being reprimanded, warned, or disciplined for any infraction of rules of delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to such faculty member until such representation has been made available.

ARTICLE IV - Tuition Waivers

a. Faculty Tuition Waiver Full-time faculty member shall be granted entrance to, credit for, and waiver of tuition for any classes they desire so long as there is no conflict with their own assignment.

b. Tuition Waivers for Dependents Each full-time faculty member who presently holds a letter of appointment will receive full remission of tuition and fees minus $100.00. Faculty members hired for the academic year 1974-75 and thereafter will receive tuition remission in an amount not to exceed $1,500.00.

c. Age Tuition waivers apply in the case of children until they receive their Jamestown College degree or attain the age of twenty-three, whichever is earlier.

d. Death Tuition waivers shall be awarded to the immediate families of deceased faculty members for four years from the death of the faculty member, as provided in item b. above.

ARTICLE V - Interview Expenses The College shall pay to all prospective faculty members required to come to the campus for interviews the actual expenses incurred for each interview, except that the following maximums shall pertain:

Twelve cents per mile for private car; food and lodging available on campus; full rail or bus fare; and tourist or coach fare for air travel.

ARTICLE VI - Moving Expense The College shall pay all of the first $300.00 of actual moving expenses for any faculty member, who, when hired, lives more than twenty-five miles from the campus. Beyond that amount, the College shall pay one-half of the next $600.00 of actual moving expenses.

ARTICLE VII - Right to Participate in TIAA-CREF The faculty member shall have the right to join, after being on the Jamestown College Faculty for one year, and make deposits to TIAA and/or CREF retirement funds. Should said faculty member be enrolled in TIAA and/or CREF at the time of his appointment by the College, he may have continuous membership. In addition, the College shall deposit amounts matching the faculty member's contributions up to 5% of his total annual earnings from the College.

ARTICLE VIII - Retirement The normal retirement age shall be 65. Extensions of service beyond normal retirement age may be made, at the option of the College, for definite periods not to exceed one year each, but extensions shall not postpone retirement beyond the end of the academic year in which age 70 is attained.

ARTICLE IX - Identification Cards All faculty members are to be supplied with institutional identification cards annually.

ARTICLE X - Sabbatical Leave

a. Sabbatical leaves may be granted by the Board to eligible faculty for one or two semesters for the purposes of resident study, travel, unique work experience, or other purpose designed to improve the service of the faculty member to the College. Requests for sabbatical leave must be recieved by a Review and Selection Committee, consisting of the Chief Academic Officer and Department Chairman.
Each request must be in writing, in such form as the Committee may request, and must be received by the Committee not later than November 1st of the academic year prior to that for which the leave is sought. The Committee shall make recommendations to the Board no later than the succeeding December 1st.

b. The application for leave shall contain a definite statement of the plan for sabbatical use and shall be filed on or before April 1st for leaves scheduled to start the following academic year.

c. Sabbatical leaves, if granted, shall be granted by the Board according to the following table:

One year's leave or a semester's leave at one-half annual pay after five year's service or

One year's leave or a semester's leave at one-third annual pay after three year's service

This policy does not include mini-sabbatical leaves. Sabbatical leave may be granted for one semester which will be prorated according to the above policy.

d. The Committee may, with the approval of the Baord, consider applications not meeting the filing date.

e. Upon the expiration of the leave granted in accordance with provisions of this contract, and upon presentation of evidence of compliance with the terms of the sabbatical, the Board shall return the faculty member to full, active status in the College.

f. Before the leave is granted, the faculty member shall agree in writing that in the event he fails to return to service at the College at the end of the leave, he will reimburse the College for all sums paid him by the Board while on leave. However, upon his return, one-half of the sums paid to him by the College shall be forgiven for each year of service rendered after his return.

g. Time spent on sabbatical leave shall be counted as continuous service to the College for all purposes. Eligibility for sabbatical leave commences after each return from sabbatical leave.

h. A one semester leave once granted may be extended to include a second semester, but shall not provide salary benefits.

i. The recipient of a sabbatical leave may accept grants, fellowships or similar monies which may be set aside at least in part to defray the cost of study, travel or research.

j. Upon return to the campus each faculty individual on leave shall make a written report on his leave to the Chief Academic Officer and an oral report about his experience to the faculty and/or campus community as may be decided upon by agreement between the Chief Academic Officer and the returnee.

ARTICLE XI - Defense Against Suits In the event any civil action is brought against any faculty member in conjunction with his assigned responsibilities, the College shall provide competent counsel to the faculty member.

ARTICLE XII - Professional Meetings

a. Individual expenses incurred by attendance at professional meetings shall be borne by the College to $175.00 per year, accumulative to $350.00 for each faculty member, all dependent upon funds being provided therefor by the Consortium.

b. Permission shall be obtained in advance from the Chief Academic Officer for attendance at such professional meetings. It shall be the responsibility of the Chief Academic Officer, in consultation with the department chairman, to ascertain before the trip is made, that the meeting is one which the faculty member should attend and that proper arrangements have been made for handling his classes while he is absent.

ARTICLE XIII - Fees for Graduate Work, Workshops, Institutes and Special Events In the event the College requires the attendance at such affairs in connection with subject matter to be taught, the College shall pay all fees immediately upon completion of work and receipt of itemized expenses. This provision shall not apply to work being undertaken for an advanced degree by the faculty member.

ARTICLE XIV - Admission to College Events Tickets shall be supplied to faculty and family free of charge upon request one week in advance of all institution functions and students' activities.

ARTICLE XV - Teaching Facilities The College shall provide adequate office space and equipment for each faculty member.

ARTICLE XVI - Professional Dues The Board shall pay for professional dues not in excess of $50 to subject-matter organizations for each faculty member. It shall not pay the faculty member's dues necessary to belong to the NEA, AAUP or AFT.

ARTICLE XVII - Leaves Without Pay

a. Leaves for Professional Service A leave to serve in a professional organization may be granted for one year or less.

b. Leave for Advanced Study A leave for advanced study may be granted for up to one year. Upon return to active campus assignment, the faculty member who has been on leave for advanced study shall be placed on the salary schedule at that position which he would have occupied had his service been continuous. Time on leave for advanced study shall be considered as continuous service for all matters in which it is a factor at the College.

c. Leave by Mutual Consent A leave for personal reasons may be granted by the Board upon mutual consent for up to one year.

d. Leave for Public Service A leave shall be granted to a faculty member who is elected or appointed to a political office which requires his absence from duty at the College for the term of office or period of appointment. Such leaves may be extended if the faculty member is re-elected or reappointed.

e. A sabbatical leave, may, under unusual circumstances, be granted for the purpose of employment in a field closely related to the teaching area of the faculty member if such employment experience would substantially contribute to the faculty member's knowledge or expertise in the field.

ARTICLE XVIII- Benefits While on Leave of Not More Than Three Months

a. Continuation of Benefits other than Salary All benefits under this contract to which the faculty member would be entitled had he not been on leave shall be continued throughout the total period of the leave.

ARTICLE XIX Travel Expenses Faculty members who travel on college business may request funds from the business office for this purpose. A travel advance form signed by the department chairman should be submitted three days prior to the trip.

a. Mileage
   1. Commercial travel - Reimbursement based on tourist accomodations. Receipts are required except for taxi fares.
   2. Personal car - Reimbursement of 12¢ per mile unless limited by Federal grant
   3. College car - Reimbursement for gas, oil and other operating expenses.

b. Lodging When traveling on college business, the employee is expected to be prudent in his choice of lodging accomodations and will be reimbursed for actual expenses not exceeding $15.00 per night. If the choice of lodging is predetermined by attendance at a professional meeting, convention or seminar, the limitation will not apply. In either case receipts are required.

c. Meals

1. When the employee is required to be away from home overnight, reimbursement of actual expenses, not to exceed $9.50 per day, will be provided. If these meals are predetermined by attendance at a professional meeting, convention or seminar, the limitation will not apply.

2. When the employee is not required to be away from home overnight, but travel begins before 6:00 AM or ends after 7:00 PM, reimbursement of actual expenses, not to exceed $2.25 per meal not to exceed three meals per day, will be provided in either or both cases.

SECTION E.

DUE PROCESS

Due process is established in recognition of the desire and need for clearly defined, uniform guidelines governing faculty and administration at Jamestown College. It is recognized that such a policy serves and protects both the administration and faculty. It protects the faculty from administrative malfeasance, misfeasance and nonfeasance, but at the same time provides a procedure for the dismissal or termination of contract in those situations where justified.

It shall be expected that members of the faculty will, by both words and action, support wholeheartedly the goals and objectives of Jamestown College; further, in matters of policy enunciated by the Board of Trustees and Administration, positive support shall be expected from the faculty. A faculty member shall not participate in activities which violate policies set forth by the Board of Trustees to be implemented by the Administration.

It is understood that the provisions as stated in the Faculty Manual (1973 ed.) on pages 18 and 19 are considered applicable and basic to the operation of Section E (Due Process). and are attached hereto as Exhibit "A".

ARTICLE I - Termination of Employment The college may terminate the employment of a faculty member (the term "faculty member" as used herein refers to teaching faculty and non-teaching professionals employed by the institution, not including administrative personnel) in any of the following ways:

a. By dismissal for conduct harmful to the College, conviction of a felony, or failure without justifiable cause to perform contracted duties.

b. By suspension. During the process of determining if cause for dismissal exists, the Board of Trustees may suspend a faculty member from regular duty if actions of that faculty member cause immediate harm to himself, the college, or others. If, upon final decision, the faculty member is dismissed, the Board may in its discretion determine the faculty member's salary or compensation ended as of the date of suspension. If the final decision is favorable to the faculty member, there shall be no abatement of salary or compensation.

c. By non-renewal or termination of contract.

ARTICLE II - Notice of Nonreappointment. Written notice of nonreappointment must be given by the College to each faculty member in accordance with the following standards:

a. Not later than March 1st prior to the termination of the first academic year of service if the appointment expires at the end of that academic year, or, if a one-year appointment terminates during an academic year, at least three months in advance of its termination.

b. Not later than December 15th as to all other faculty members.

Failure to submit written notice of nonreappointment within the time provided herein shall constitute an offer of re-employment to such faculty member for the ensuing academic year upon the terms provided in the salary schedules.

ARTICLE III - Nonreappointment, Termination, Dismissal, or Demotion for Just Cause Only

a. When the Board has reached the decision to dismiss a faculty member, terminate a contract, demote a faculty member, or not to renew an appointment, the faculty members involved will be informed of that decision in writing by the administration and, if he so requests, he will be advised of the reasons which contributed to that decision. If such faculty members so requests, the reasons given in explanation of such action will be confirmed in writing.

b. Should such faculty member make written request therefor, he shall be entitled to a hearing on such dismissal, non-reappointment, termination or demotion before a Committee of five members, chosen by and from the faculty. Both the faculty member and the administration shall be given adequate notice of hearing and the opportunity to be heard. The hearing shall be open or closed at the faculty member's discretion. At such hearing the administration shall present the evidence on which the Board arrived at the conclusion leading to such hearing and the faculty member shall have the right to examine the evidence and offer any evidence in his own behalf, and to cross-examine witnesses. Both the faculty member and the administration shall have the right to be represented by a person or persons of their own choosing. Testimony at the hearing shall be recorded in a stenographic transcript, a copy of which whall be provided to both the faculty member and the hearing committee without cost.

c. No faculty member shall be subjected to nonreappointment, dismissal, termination of contract or demotion in rank or status without reasonable and just cause--which shall be stated in writing if the faculty member so requests. For purposes of this policy, "demotion in rank or status" shall be considered to include any reduction in salary or loss of normal increment, reduction in duties or authority, and increase in duties in the absence of commensurate compensation. Except in the case of compelling financial exigency, the cause, in order to be considered reasonable and just should be related to the faculty member's classroom performance or other regular academic duties, and in any event, be harmful to the College.

d. Findings and Conclusions Within fifteen (15) days after the hearing the Committee shall provide the faculty member and the President with a written decision, setting forth its findings and conclusions and signed by each member, with dissents noted. A copy of the stenographic transcript of the hearing shall be attached to the decision submitted to the President.

e. Decisions to be Made by Board The conclusions of the hearing committee, when presented to the President, shall be recommendatory only. It shall be the right of the President, within fifteen (15) days after the Committee has presented its conclusions, to make his own written decision, even though it may be at variance with the Committee's recommendation. If he rejects the conclusions of the hearing committee and those conclusions are favorable to the faculty member, he shall state his reasons for doing so and provide both the faculty member and the committee an opportunity to respond before transmitting the case to the Board of Trustees. In any event, the conclusions of the hearing committee and the President's written decision, along with any response thereto, shall be transmitted to the Board. The Board's review shall be based upon the full transcript of the hearing and it shall grant the principals or their representatives an opportunity to present argument, oral or written or both. The Board's decision shall be rendered within forty-five (45) days after the presentation of the transcript or argument, whichever is later.

ARTICLE IV - Premature Dismissal or Suspension Prohibited No faculty member shall be dismissed or suspended pending the final determination of charges filed against him, except as provided in Article I. In the event that he is so dismissed or suspended other than as provided in Article I, he shall be entitled to compensation at the full rate of his normal salary for the period covered by the dismissal or suspension.

ARTICLE V - Non-Waiver Provision No faculty member may waive any rights and privileges under this Comprehensive Agreement in any contract or agreement made with the College. In the event that any section of a contract or agreement entered into between a faculty member and the College makes continuance of employment contingent upon certain conditions which are contrary to the reasonable and just causes as provided by this policy, such section shall be invalid and no effect in determining continuance of employment of that faculty member.

ARTICLE VI - Right of Appeal Nothing in this policy shall be construed to limit or otherwise affect a faculty member's right to seek judicial redress of any grievance allededly suffered at the hands of the College or its administration.

ARTICLE VII - Retrenchment Retrenchment as the result of financial exigency shall be handled in the following manner:

a. Prior to the termination of any faculty member's employment, he shall be afforded the opportunity to fill any existing vacancy for which he is qualified or to transfer to any other division or department and to fill any vacancy therein for which he may be qualified.

b. Consistent with the educational mission of the department or program affected, termination shall first take place as follows:

1. among the part-time faculty members before full-time faculty are terminated.

2. among full-time faculty members, such termination shall normally be made in the inverse order of appointment.

c. The College shall make every effort to place an incumbent so separated, provided that a suitable position for which he is otherwise qualified is available.

ARTICLE VIII - Grievances A grievance is a claim based upon an event or condition which affects the conditions or circumstances under which a faculty member works, allegedly caused by misinterpretation or inequitable application of established policy or the terms of this Agreement.

A grievance may be brought forth by a member of the faculty or a group of faculty or the Jamestown College Education Association or Jamestown College.

a. A faculty member or a group with a grievance shall first discuss the complaint with the appropriate Administrative officer and shall try to reach a settlement.

b. If discussion under paragraph a. above fails to result in a mutual agreement, then the matter shall be settled following the procedure specified in Article III of this Due Process Agreement.

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

THE BOARD OF TRUSTEES OF JAMESTOWN COLLEC

By John L. Wilson
Its Chairman

By Gordon Hansen
Its Secretary

JAMESTOWN COLLEGE EDUCATION ASSOCIATION

By Joseph Claflin
Its President (1974-75)

By Stanley Horton
Its Secretary (1974-75)